

# COURSE – PRIVATE BANKING

**PURPOSE:** To produce monetary value for public and private trade

- Learn the history of money and banking and that it is actually the same system that has been in place for the last 6,000 years
- Learn about the US bankruptcy and how to use it to your advantage
- Learn about the different means of exchange and the instruments used
- Find out how "fighting the system" is a waste of time and how understanding and how ACCEPTING the system is extremely successful
- Learn how to create "money" through exchange.

**FINAL PRODUCT:** The ability to use the current system to obtain prosperity

It is important to understand just what our "government" is, in order to operate effectively in this system. Did you know that it is actually a trust? Before explaining how the government is a trust, we will first examine a "trust" that most of us are familiar with – a "Deed of Trust." You might be saying to yourself, "you mean my mortgage?" No – I mean your trust!

Go to your filing cabinet and pull out your file on what you think is the "mortgage to your house." Now for the first time, READ IT. What does it say? Is a Deed of Trust different than a Mortgage? Let's find out!

The following definitions will be used from the Black's 4<sup>th</sup> and 6<sup>th</sup> editions;

**Trust.** An obligation on a person arising out of confidence reposed in him to apply property faithfully and according to such confidence; as being in nature of deposition by which proprietor transfers to another property of subject in trust, not that it should remain with him, but that it should be applied to certain uses for the benefit of third party.

**Trustor.** A person who creates a trust, also called a Settlor.

**Trustee.** Person who holds title to the trust and administers it for the others' benefit.

One must be an attorney to operate a title company. If title company's "hold" all the titles of the Deed of Trusts in the country, then who "holds" all the titles? That's right attorneys!

**Beneficiary.** One for whose benefit a trust is created. One receiving benefit or advantage, or one who is in receipt of benefits, profits, or advantage.

**Settlor.** One who furnishes the consideration for the creation of a trust, though in form the trust is created by another.

Did you know when you signed the Deed of Trust that you were giving "benefit and advantage" to the bank? Who created the Deed of Trust? The bank did, so why wouldn't the bank draw up the contract for their own advantage if we don't say anything against it?

**Mortgage.** [L. *mort* dead + *gage* pledge, or bet; the estate pledged becomes dead or entirely lost by

failure to pay.] An assignment or conveyance of land or house property to a person as security for the payment of a debt due to him and on the condition that if the money shall be paid according to contract the grant shall be void. *The Consolidated Webster Encyclopedic Dictionary, 1939 edition.*

Most states have passed the “Deed of Trust Act” and for the purpose of making it easier to evict people out of their homes by not going into court. Why would they change the name of a mortgage to a Deed of Trust? Perhaps they are not holding the “land or house property” as security. What would the security be then?

**Deed of trust.** An instrument in use in many states, taking the place and serving the uses of a common-law mortgage, by which the legal title to real property is placed in one or more trustees, to secure the repayment of a sum of money or the performance of other conditions.

Instead of having the land be security the bankers have replaced this with “legal title to real property.” Does this mean a “legal description?” Can the “legal description” ever be the “land or house property?” Since there is no money what would “the performance of other conditions” be? Could this be the **delivery** of the Promissory Note?

**Grant.** To bestow; to confer upon some one other than the person or entity which makes the grant

**Grantor.** The person by whom a grant is made.

**Legal.** Conforming to the law; according to law; created by law.

**Description.** A written enumeration of items composing an estate, or of its condition, or of titles or documents; like an inventory, but with more particularity, and without involving the idea of an appraisement.

The dictionary did not have the term “legal description,” so a summary of the words would be “a written enumeration of items composing an estate created by law.” Since law is a fiction then what actually is a legal description?

The “legal description,” or should I say the “strawland,” is the birth certificate for the soil, the dirt, the substance that you own. It is the “title,” but can never be the real thing or take the place of it – NEVER under ANY CIRCUMSTANCES!

**Title.** The evidence of right which a person has to the possession of property. The word “title” certainly does not merely signify the right which a person has to the possession of property; because there are many instances in which a person may have the right to the possession of property, and at the same time have no title to the same.

Isn’t that interesting! Title does NOT signify the “right to possession.” One may have “right of possession and have no title to the same!” This is why the bank must “create a right of possession” in order to take your property away when you do not “pay.” You see, the bank does not have title before this instance, the title company has the title, so the bank must “create” a title. But first the bank must create a “right of possession.” They must notice you by posting a notice on the property, sending you certified mail, putting it in the newspaper, recording it in the public record and posting it on the public bulletin board. When you do not respond to these notices, it is assumed that you give your consent, and therefore they now have “right of possession.”

**Grantor's Trust.** A trust whereby the Grantor is considered to be the owner so that he can maintain the property and pay the taxes on it.

**Fructus.** Fruits; produce; profit or increase; the right to the fruits of a thing belonging to another.

**Usufruct.** The right of enjoying a thing, the property of which is vested in another, and draw from the same all the profit, utility, and advantage which it may produce, provided it be without altering the substance of the thing.

Does the above definition say what I think it says? Are we being “usufructed” by the banks?

**Tenant.** One who holds lands of another; one who has the temporary use and occupation of real property owned by another person (called the “landlord”) the duration and terms of his tenancy being usually fixed by an instrument called a lease.

**Joint Tenancy.** An estate in fee-simple, fee-tail, for life, for years, or at will, arising by purchase or grant to two or more persons.

If you signed your Deed of Trust “Joint Tenancy,” what did you do? Did you actually sign a lease agreement with the “landlord” that call themselves the bank?

Here is a quote from a Deed of Trust – “WITNESSETH: That Trustor hereby irrevocably grants, conveys, transfers and assigns to the Trustee in Trust, with Power of Sale, the above described real property, together with leases, issues, profits, or income there from: SUBJECT, however to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such property income.”

**Assignment of lease.** Such occurs where lessee transfers entire unexpired remainder of term created by lease .

What did you do when you signed the Deed of Trust at the title company? You “assigned the lease” between you (the Settlor) and the Trustor (the strawman) to the Beneficiary (the landlord). What were you thinking? How did the Deed of Trust become a lease, anyway?

**Executed.** Completed; carried into full effect; already done or performed; taking effect immediately; now in existence or in possession; conveying an immediate right or possession. A trust does not become fully “executed” until subject matter of it has been properly paid over to beneficiaries.

**Execute.** To complete; to make; to perform; to do; to follow out. The “execution” of a note involves not only the signing but the delivery of the note.  
[Latin *executus* to follow to the end; from *ex* out + *sequor* to follow.]

**Delivery.** The act by which the res or substance thereof is placed within the actual or constructive possession or control of another.

**Subject matter.** The subject, or matter presented for consideration; to recover money

What would be the “subject matter, res or substance” of a Deed of Trust and the notes “secured thereby?” What is the subject matter presented for consideration? Would this be “money” or substance or would this be what our society “uses as money?”

**Registered.** Entered or recorded in some official register or record or list.

**Security.** Protection; assurance; indemnification. The term is usually applied to an obligation, pledge, mortgage, deposit, lien, etc., given by a debtor in order to make sure the payment or performance of his debt, by furnishing the creditor with a resource to be used in case of failure in the principal obligation.

To understand how the “money” system works today, one must remember the 73<sup>rd</sup> Congress, March 9, 1933;

*“The money (Federal Reserve Notes) will be worth 100 cents on the dollar, because it is backed by the credit of the nation. It will represent a mortgage on all the homes and other property of all the people in the nation. The money so issued will not have one penny of gold coverage behind it, because it is really not needed.”*

Since the “national emergency in banking,” otherwise known as bankruptcy occurred in 1933, our “money” is credit – your credit – backed by your collateral or your promise. When you sign any promise to pay, it becomes MONEY! What is the difference between Federal Reserve Notes and the Promissory Note you gave the bank? They both represent your credit. Only one thing is different – the bank failed to record your Promissory Note when they recorded the Deed of Trust, therefore it is not “registered” in the public register like FRNs are. Could this be considered “fraudulent use of a foreign security?” You better believe it is!

**Will.** A “will” is not a sheet of paper, nor a number of sheets or pages, but consists of the words written thereon. And the form of an instrument is of little consequence in determining whether it is a will, but if it is executed with formalities required by statute, and if it is to operate only after death of maker, it is a “will?” The difference between a will and a trust is that a will operates from the moment of death, while a trust operates in present to a certain extent.

**Testator.** One who makes or has made a testament or will; one who dies leaving a will.

**Substitution.** The putting one person in place of another; particularly, the act of a testator in naming second devisee (receiver of real property by will) or legatee (receiver of personal property by will) who is to take the bequest either on failure of the original devisee or legatee or after him.

**Executor by substitution.** A successor executor appointed by testator entitled to succeed to administration of estate following resignation of first executor who had partially administered upon such estate.

**Executor.** A person appointed by a testator to carry out the directions and requests in his will, and to dispose of the property according to his testamentary provisions after his decease.

You may be thinking by now, “what does all of these terms about death got to do with the Deed of Trust?” What happens when you **execute** something? You kill it, it dies. OK, so what died?

Have you ever wondered why the bank issues a “Notice of **Substitution** of Trustee” before they issue a Notice Trustee’s Sale? They must replace the original trustee, because someone, or “something” died - as in a **mortgage** (dead pledge).

The following is a quote from a Full Reconveyance that the bank gives you when you pay off a loan.

*“Said Deed of Trust was **executed** by JOHN A. DOE (“Trustor”) to SHYSTER BANK (“Original Beneficiary”), and recorded in the official records of PIMA County, ARIZONA, as follows: Date Deed of Trust Recorded: September 28, 1998.”*

The date given above as the date the Deed of Trust was “executed” was the **same date** that the Promissory Note was “signed and delivered,” **not when the loan was paid off**. The bank is telling you that the trust was completed when you **delivered the note** to them. **THESE ARE THEIR OWN WORDS!**

So, the trust or trustor died! Who is the trustor? How did they spell the name of the trustor? With all capital letters? Is this you or is it Memorex (the strawman)?

**Drill:** If you think we are no longer in the feudal system here in the "good ol' US of A," THINK AGAIN. If either you or a friend has a Deed of Trust, go to your files and pull out the copy of it and read the first page and answer the following questions;

1. Did you know you created a TRUST when you obtained your house?
2. Who is the TRUSTOR - you or the STRAWMAN?
3. Who is the TRUSTEE?
4. Who is the BENEFICIARY?
5. What is the "described property," the land or a list of measurements of a fictitious location?
6. If you irrevocably "grant" a legal description to the TRUSTEE, who is the GRANTOR; and just what exactly was granted? (hint: not the land)
7. Did the husband and wife sign as joint TENANCY? If so what does that make the TRUSTOR - the owner or the TENANT?
8. If the TRUSTOR is now the tenant making payments to the Beneficiary - is the bank in fact the LANDLORD?
9. If one (the mortgage or trust) dies and the property is disposed of - what is it?
10. What really is this document called the Deed of Trust?
  - a. a trust
  - b. a grant
  - c. a lease
  - d. a will
  - e. a contract
  - f. all of the above
1. If you said "f" you are correct - but if the TRUSTOR is the strawman, how do you fit into this mystery - are you the Settlor or the Surety?
2. Who gave the consideration for this contract?
3. Are all the above "persons" and property real or fictitious?
4. If this is fiction - who had the land in the first place before ever walking into the Title Company to sign the loan? (hint: YOU!!!)

5. Who is security for the Federal Reserve Notes? (same answer)
6. Who then paid for the loan when they signed the Promissory Note? (no hints)
7. So why do we think we are the tenant when we get a late notice or a NOTICE OF TRUSTEE SALE from the bank, when the property was ours in the first place AND we paid for it again with our Promissory Note?

## THE SOLUTION

Now that you know what a Deed of Trust really is, you can solve this riddle. Here are a few more words to define to get a grasp of how much power you really have.

**Banking.** The business of receiving money on deposit, loaning money, discounting notes, issuing notes for circulation, collecting money on notes deposited, negotiating bills, etc.

**Bank.** An institution, usually incorporated with power to issue its promissory notes intended to circulate as money (known as bank notes); or to receive the money of others on general deposit, to form a joint fund that shall be used by the institution, for its own benefit; The term “bank” is usually restricted in its application to an incorporated body; while a private individual making it his business to conduct banking operations is generally denominated a “banker.”

**Banker.** A private person who keeps a bank; one who is engaged in the business of banking. One who carries on the business of banking by receiving money on deposit with or without interest, by buying and selling bills of exchange, promissory notes, gold or silver coin, bullion, uncurrent money, bonds or stock, or other securities, and by loaning money without being incorporated.

**Banker’s Note.** A commercial instrument resembling a bank note (a promissory note issued by a bank intended to circulate as money) in every particular except that it is given by a private banker or unincorporated banking institution.

**Bill of Exchange.** A written order from A. to B. directing B. to pay C. a certain sum of money therein named. A “check” differs from a “bill of exchange” in that it is always drawn on a deposit whereas a bill is not.

**Foreign Bill of Exchange.** A bill of exchange drawn in one state or country, upon a foreign state or country.

**Foreign Exchange.** Conversion of the money of one country into its equal of another country. Process by which money of one country is used to pay balances due in another country.

As one can see from the above definitions, you are a “banker” that can “issue promissory notes intended to be circulated as money.” Since that is what ALL currency is today – your credit – it should not be a stretch for the imagination to think that you can USE YOUR OWN CREDIT! You are “foreign” to UNITED STATES so you can use your credit to pay the balance due in another country (or should we say “corporation” such as UNITED STATES). The “balance” representing the interest that a person owes you when they are using YOUR credit.

Since the strawman is a corporation created by the state to account for the credit that they are using in your name, it stands to reason that the strawman represents UNITED STATES and THEIR debt – not you and your debt. You are the creditor, and the state or UNITED STATES is the debtor.

They owe you exemption for using your credit, but since they are bankrupt, there is no “substance money,” so you, as the creditor, will have to get paid by taking equity, such as your house and your car as a setoff.

As one can see from the above definitions, you are a “banker” that can “issue BILLS OF EXCHANGE (BOE) intended to be circulated as money.” Since that is what ALL currency is today – your credit – it should not be a stretch for the imagination to think that you can USE YOUR OWN CREDIT! However, **you are not going to use your credit which creates more debt** – you are going to be using your **EXEMPTION**.

**Exemption.** Freedom from a general duty or service; immunity from a general burden, tax, or charge, Immunity from service of process or from certain legal obligations, as jury duty, military service, or the payment of taxes; **Property exempt in bankruptcy proceedings** is provided for under Bankruptcy Code sec. 522.

**Exempt.** [L. *exemptum*, to take out, to remove, from *ex*, out + *emo*, to buy, **to take**.] To free or permit to be free from any charge, burden, restraint, duty to which others are subject; to grant immunity.

**Accept.** [L. *acceptare*, from *ad*, to + *cipio*, **to take**.] To take or receive, as something offered; to acknowledge with a signature and thus promise to pay a Bill of Exchange.

All municipalities and corporations are bankrupt because they have no substance to back up their currency. We, as sovereigns, bailed them out by letting them use OUR PROPERTY as collateral, then they mortgaged it and – Wa La – there was currency. However, we are EXEMPT because they are using our credit to make trillions of dollars a year, and therefore, we are **entitled** “to take” a portion of their equity in return.

You are going TO TAKE what is already yours and in your possession. Since there is no money, you can only “take” equity – goods and services – from the corporations using your credit as they are BANKRUPT! You will be sending a copy of the BOE to Paul O’Neill in a “private” capacity as the trustee for the US Bankruptcy. This is done privately because you cannot deal with a fiction.

You are “foreign” to UNITED STATES and all other corporations, so you can use your EXEMPTION as a FOREIGN BILL OF EXCHANGE to pay the balance due in another country (or should we say “corporation” such as UNITED STATES). The “balance” representing the interest that a person owes you when they are using YOUR credit.

Since the strawman is a corporation created by the state to account for the credit that they are using in your name, it stands to reason that the strawman represents UNITED STATES and THEIR debt – not you. You are the creditor, and the state or UNITED STATES is the debtor. They owe you interest for using your credit, but since they are bankrupt, there is no “substance money,” so you, as the creditor, will have to get paid by taking equity, such as your house and your car as a setoff.

**Power of acceptance.** Capacity of offeree, upon acceptance of the terms of the offer, to create a binding contract.

House Joint Resolution 192, June 5, 1933, states that one cannot demand a certain form of

currency that they want to receive if it is dollar for dollar as ALL CURRENCY IS YOUR CREDIT!! If they do, they are in breach of the contract of HJR 192. You have already accepted this contract and now they must perform.

Pursuant to the contract with the corporation that you are discharging the debt of and HJR 192, they must give you a Letter of Release or Payment in Full.

If you have not received the release in 14 days then send them a DEFAULT and contact a notary to do a process that will give you a CERTIFICATE OF DISHONOR, because they are in breach of the contract at this time.

**Conveyance.** The transfer of title from one person to another. An instrument in writing under seal, by which some estate or interest in lands is transferred from one person to another.

**Reconveyance.** It takes place where a mortgage debt is paid off, and the mortgaged property is conveyed again to the mortgagor or his representatives free from the mortgage debt.

Have you ever wondered why the banks use the term “Reconveyance?” If “conveyance” means the transfer of title, then does “Reconveyance” mean to transfer title back to you? Did you know that you had “interest in the land” before you ever walked into the title company to sign “your loan?”

Now that you have issued a promissory note to the bank and they have acknowledged your payment by admitting that it is a “security” and that it “executed” the Deed of Trust at the time you gave them the promissory note.

Since the bank did not record the promissory note, it is not “registered” so instead of waiting for the bank, as beneficiary of the deed of trust to do this – you do it as the Settlor of the trust. Take out a copy of your Promissory Note and sign it as “Settlor,” the one who furnished the consideration. Now you are **accepting** the promise that the Trustor (strawman) made to the bank and therefore discharging the debt by using your exemption. Then record the note and have the county recorder, the public fiduciary, register it and do a service of process on the bank by mailing it to them.

Pursuant to the contract (Deed of Trust) they must give you a FULL RECONVEYANCE.

If you have not received the FULL RECONVEYANCE in ten days then contact a notary and do a process that will give you a CERTIFICATE OF RECONVEYANCE. Then record the Reconveyance yourself as Settlor for the bank, because they are in breach of the contract at this time.

**Breach.** The breaking or violating of a law, right, or duty, either by commission or omission.

**Breach of contract.** Failure, without legal excuse, to perform any promise which forms the whole or part of a contract; Unequivocal, distinct and absolute refusal to perform agreement.

**Notary Public:** A public officer whose function it is to administer oaths; to attest and certify, by her or his hand and official seal, certain classes of documents, in order to give them credit and authenticity in foreign jurisdictions; to **take acknowledgements of deeds and other**

**conveyances, and certify the same**; and to perform certain official acts, chiefly in commercial matters such as the protesting of notes and bills, the noting of foreign drafts, and marine protests in cases of loss or damage. One who is authorized by the State or Federal Government to administer oaths, and to attest to the authenticity of signatures. *Black's 6<sup>th</sup> edition*

**Notary Public.** A legal practitioner, usually a solicitor, who attests or certifies deeds and other documents and notes or protests dishonoured bills of exchange.

*Dictionary of Business, Oxford University Press, © Market House Books Ltd 1996*

**Certificate.** A “certificate” by a public officer is a statement written and signed, but not necessarily or customarily sworn to, which is by law made evidence of the truth of the facts stated for all or for certain purposes.

**Land Certificate.** A certificate is given to the registered proprietor, and similarly upon every transfer of registered land. This registration supersedes the necessity of any further registration in the register counties (county recorder). It contains a description of the land as it appears on the register and the name and address of the proprietor, and is prima facie evidence of the truth of the matters therein set forth.

**Torrens title system.** A system for registration of land under which, upon the land-owner's application, the court may, after appropriate proceedings, direct the issuance of a certificate of title. With exceptions, this certificate is conclusive as to applicant's estate in land. System of registration of land title as distinguished from registration or recording of evidence of such title.

**Investiture.** A ceremony which accompanied the grant of lands in the feudal ages, and consisted in the open and notorious delivery of possession in the presence of the other vassals, which perpetuated among them the area of their new acquisition at the time when the art of writing was very little known; and thus the evidence of the property was reposed **in the memory of the neighborhood**, who, in case of disputed title, were afterwards called upon to decide upon it.

According to the above definitions, a notary can issue a certificate authenticating a transfer of title of land referred to as “conveyance” a “land certificate.” The transfer of land that we are concerned with must be according to the contract called a “deed of trust.” We must create a “right of possession” just as the bank does. We must notice the bank similarly as they do. And when they do not answer, they give their consent – just as we have given our consent when we do not answer the NOTICE OF TRUSTEE SALE that the banks send you when they claim you “breach” the deed of trust.

Pursuant to your deed of trust, the bank must record a FULL RECONVEYANCE when you have “paid the loan off.” But, if they do not record the Reconveyance, THE BANK IS NOW IN BREACH! Now, as Settlor, you will have to bypass them.

**Bank charges.** This term in an action on a bill of exchange is equivalent to expenses of noting and may be especially endorsed as a **liquidated demand**.

**Liquidated demand.** A demand the amount of which has been ascertained or *settled* by agreement of the parties, or otherwise.

**Noting.** The act of a notary in **minuting** on a bill of exchange, after it has been presented for acceptance or payment, the initials of his name, the date of the day, month, and year when such presentment was made, and the reason, if any has been assigned, for non-acceptance or non-payment, together with his **charge**. *Black's 4<sup>th</sup> edition*

**Minutes.** Practice. A memorandum of what takes place in court, made by authority of the court. *Black's 4<sup>th</sup> edition*

**Charge.** In Equity practice. A written statement presented to a master in chancery (notary public) by a party (you) of the items with which the opposite party should be debited or should account for, or of the claim of the party making it. A charge may embrace the whole liabilities of the accounting party.

The phrases “in an action” and “noting” are referring to the Notarial process detailed in course

5, and will be enumerated again in the instructions below. The Notarial process of “noting” is equivalent to a court procedure, the end product being a “certificate of dishonor” or some other certificate, authenticating that an action has been done between 2 parties and that the parties are in agreement. The banks term this document a “BREACH AND NON-PERFORMANCE” and is recorded with the NOTICE OF SUBSTITUTION OF TRUSTEE. The “BREACH AND NON-PERFORMANCE” is the certificate the bank uses as a “certificate of dishonor” issued by a notary. You are going to duplicate their process back to them.

So after you have finished the notarial process, the notary will issue you a “certificate” indicating transfer of title. However, instead of the notary issuing a land certificate, the notary will issue a “CERTIFICATE OF RECONVEYANCE.” Since “land certificate” would indicate 2 parties and thus a direct transfer we cannot use this term. We must follow the stipulations in the deed of trust as there are three (3) parties concern, and therefore we must “reconvey” the title or “convey” “back” title to the “person” who granted the property in the deed of trust. This would be the TRUSTOR, ie. JOHN DOE not John Doe.

If the bank is admitting that the TRUSTOR had title from the beginning then there is already a “right of possession” in place. Right of possession already existed before even the signing of the deed of trust. This is the reason that we can simply “reconvey” without the need to proceed with a TRUSTEE SALE.

**Settlement.** Act or process of adjusting or determining; an adjusting; an adjustment between persons concerning their dealings or difficulties; an agreement by which parties having disputed matters between them reach or ascertain what is coming from one to the other; and **liquidation**.

**Liquidation.** The act of process of *settling* or making clear, fixed, and determinate that which before was uncertain or unascertained; **winding up** and distribution of assets among creditors and stockholders.

**Wind up.** To *settle* the accounts and liquidate the assets of a corporation, for the purpose of making distribution and dissolving the concern.

**Settle up.** A term, colloquial rather than legal, which is applied to the final collection, adjustment, and distribution of the estate of a decedent, a bankrupt, or an insolvent corporation. It includes the

processes of collecting the property, paying debts and charges, and turning over the balance to those entitled to receive it.

**Deed of settlement.** The party who settles property is called the “settlor.”

**Settlor.** One who furnishes the consideration for the creation of a trust although the in form the trust is created by another.

Since the bank is already in bankruptcy (chapter 11) and they breach the contract (deed of trust) by not transferring title when the contract is executed, you can “liquidate” the contract. You are the Settlor – one who “settles property.”

**Final settlement.** This term, as applied to the administration of an estate, is usually understood to have reference to the order of court approving the account which closes the business of the estate, and which finally discharges the executor or administrator from the duties of his trust.

Now you have created a “default” against the bank with a public official (a deputy superior court clerk) as a third party witness just as the bank has done before they liquidate the trust property at the TRUSTEE SALE. And now, since you have finished the administrative process on this matter, you will record a FULL RECONVEYANCE for the bank, as the Settlor, and reconvey the property to the “person” entitled to it which is your strawman corporation, ie. JOHN DOE, the original TRUSTOR of the Deed of Trust. The CERTIFICATE OF RECONVEYANCE is “final settlement” by the “order of court” called the notary process which “closes the business of the estate” by closing the account of the deed of trust.

In the below “principals of law,” remember, the Secured Party is you.

#### **UCC 9-607. Collection and Enforcement by Secured Party.**

**(b) [Nonjudicial enforcement of mortgage.]** If necessary to enable a secured party to exercise under subsection (a)(3) the right of a debtor to enforce a mortgage nonjudicially, the secured party may record in the office in which a record of the mortgage is recorded:

1. a copy of the security agreement that creates or provides for a security interest in the obligation secured by the mortgage; and
2. the secured party’s sworn affidavit in recordable form stating that:
  - a. a default has occurred; and
  - b. the secured party is entitled to enforce the mortgage nonjudicially.

The Deed of Trust is the “security agreement.” The NOTICE OF RECONVEYANCE that you recorded is part of the agreement as well. The affidavit, entitled NOTICE OF DEFAULT, is the “sworn affidavit in recordable form stating that a default has occurred.”

#### **UCC 9-609. Secured Party’s Right to Take Possession After Default.**

**(a) [Possession; rendering equipment unusable; disposition on debtor’s premises.]**  
After default, a secured party:

1. may take possession of the collateral;
- (b) [Judicial and nonjudicial process.]** A secured party may proceed under subsection (a):
  - (2) without judicial process, if it proceeds without breach of the peace.

Now that you have completed your “nonjudicial process,” you can collect the collateral and take possession of it. Since you already live there, you “may proceed without judicial process, if it proceeds without breach of peace.”

## INSTRUCTIONS FOR RECONVEYANCE

**PURPOSE:** As a Creditor of UNITED STATES and all other sub-corporations private and public, you are owed interest for the gold and all property that you “loaned” them starting March 9, 1933 to date. There is NO MONEY. In order to start getting your interest back, you must NOTICE your DEBTORS of what you expect them to do and the consequences if they do not comply. This file contains all the documents you will need to “register” your promissory note that you already have paid the bank and as a result get your house conveyed back to you or as they term it – a FULL RECONVEYANCE.

Following is a step by step list of actions that will instruct you on the specifics of how to take your house back after you have discharge it with your promissory note. Below is a list of the documents that one will need in this process;

1. NOTICE OF RECONVEYANCE
2. NOTICE OF DEFAULT
3. NOTICE OF BREACH – from a Notary
4. CERTIFICATE OF RECONVEYANCE - from a Notary
5. FULL RECONVEYANCE – from the Substitution Trustee

1. The **NOTICE OF RECONVEYANCE** is for the return of your equity (your house) when you signed the Promissory Note on your house - the banks have used your Note, and now, **as their Settlor**, you want the equity and the rents back.

- a. Word process the **NOTICE OF RECONVEYANCE** for all of the correct information
- b. When doing your **Promissory Note**, create a new document on your computer and make a signature line just like the one you signed on the note originally, but type your name in upper and lower letters under the left side of the line and **Settlor** under the right side of the line. Then print it, cut it out and paste it on the right hand side of the Promissory Note. Then make a copy of it and have the copy notarized when you get the Notice notarized. The signatory should look like this.

John Henry Doe	Settlor
EIN # 123456789	PREPAID

- c. NOTE: If you cannot locate your Promissory Note, request a copy from the bank. If they don't send you a copy, get a copy of a friend's note and type in all of your info and record it. If they ever challenge it, they will have to bring a certified copy both front and back of the original – which they probably don't have; the back will also show that the note was “PAID TO THE ORDER OF \_\_\_\_\_ BANK” which proves that the bank indeed collateralized your note just as they would deposit a check. Either way they lose.
- d. Attach the **Promissory Note** to the **NOTICE OF RECONVEYANCE** and get both notarized

e. Record the Notice with the County recorder. The original will go to the bank, so pay for a copy of the Notice to be sent to you. The reasons why you are recording this notice with the Recorder is that they are the PUBLIC FIDUCIARY for you as a SETTLOR and they must **accept** your instrument, **register** your instrument and **deliver** the instrument to your DEBTOR. Now the bank has received a “registered security.”

f. When you get the copy back from the Recorder, wait ten (10) days for your **FULL RECONVEYANCE** from the bank.

## 2. NOTICE OF DEFAULT

After giving ten (10) days and you have received no response, prepare the NOTICE OF DEFAULT. This document is the entering in of the charge to the Notary Public who is acting as a Deputy Superior Court Clerk. Take this document to the notary, notarize it and have the notary start the Notarial Protest. If the Respondents do not answer in 10 days, the notary will notice them again to give them one more opportunity. Then the notary will issue a CERTIFICATE OF RECONVEYANCE which is considered a DEFAULT JUDGMENT.

## 3. NOTICE OF BREACH – by a Notary Public

Now we will go through the process called a Notarial Protest, a very powerful process that will create a witness against the Respondent through a Public Official. Following is the definition of a Notary Public according to Black’s Law Dictionary, 6<sup>th</sup> edition. It is important to know why you need to use a Notary Public.

***Notary Public:*** *A public officer whose function it is to administer oaths; to attest and certify, by her or his hand and official seal, certain classes of documents, in order to give them credit and authenticity in foreign jurisdictions; to take acknowledgements of deeds and other conveyances, and certify the same; and to perform certain official acts, chiefly in commercial matters such as the protesting of notes and bills, the noting of foreign drafts, and marine protests in cases of loss or damage. One who is authorized by the State or Federal Government to administer oaths, and to attest to the authenticity of signatures.*  
Black’s 6<sup>th</sup> edition

***NOTARY PUBLIC.*** *A legal practitioner, usually a solicitor, who attests or certifies deeds and other documents and notes or protests dishonoured bills of exchange.*

Dictionary of Business, Oxford University Press, © Market House Books Ltd 1996

Pursuant to Arizona Revised Statutes (ARS) Title 41-332;

### Secretary of the State; deputy county clerk; county clerk functions

*“...each clerk of the superior court shall deputize the secretary of state and the secretary’s designees as deputy county clerks of the superior court solely for the performance of the superior court clerk’s functions...”*

***SECRETARY OF STATE.*** *In American law. Title of the chief of the executive bureau of the United States called the “Department of State.” He is a member of the cabinet, and is charged with the general administration of the international and diplomatic affairs of the government. In many of the state governments there is an executive officer bearing the same*

*title and exercising important functions. In English law. The secretaries of state are cabinet ministers attending the sovereign for the receipt and dispatch of letters, grants, petitions, and many of the most important affairs of the kingdom, both foreign and domestic. Black's 4<sup>th</sup> edition*

As you should now know, each of us are a separate “foreign sovereign nation.” The Secretary of the State’s main function is to attend the to the sovereign – you.

**Commission:** *An authority or writ issuing from a court, in relation to a cause before it, directing and authorizing a person or persons named to do some act or exercise some special function; usually to take the depositions of witnesses.*

**Commissioner:** *A person to whom a commission is directed by the government or a court. A person with a commission. An officer who is charged with the administration of the laws relating to some particular subject matter, or the management of some bureau or agency of the government. Member of a commission or board. Specially appointed officer of the Court.*

All notary publics are assigned a “commission” by the secretary of the state and deputized by the notary public of the Superior Court.

**TABELLIO.** *In Roman law. An officer corresponding in some respects to a notary. His business was to draw legal instruments, (contracts, wills, etc.,) and witness their execution. Tabelliones differed from notaries in many respects; they had judicial jurisdiction in some cases, and from their judgments there were no appeals. Notaries were then the clerks or aides of the tabelliones; they received the agreements of the parties, which they reduced to short notes; and these contracts were not binding until they were written in extenso, which was done by the tabelliones. Black's 4<sup>th</sup> edition*

In summary of the above definitions, a Notary Public is a commissioner designated by the secretary of the state and deputized to be a deputy superior court clerk to hear certain issues presented to them by foreign agents by taking depositions of the parties termed “notes.” In order for the “notes” (contracts) to be binding they are registered with the secretary of state.

**BILL OF EXCHANGE.** *An unconditional order in writing, addressed by one person (the drawer/debtor) to another (the drawee/your strawman) and signed by the person giving it, requiring the drawee to pay on demand or at a fixed or determinable future time a specified sum of money to or to the order of a specified person (the payee/Paul O'Neill/trustee of U.S. Bankruptcy) or to the bearer. If the bill is payable at a future time the drawee (your strawman) signifies his **acceptance** (by you as the creditor of both the drawer and drawee AND the payee), which makes him the party primarily liable upon the bill; the drawer and endorsers may also be liable upon a bill. The use of bills of exchange enables one person to transfer to another an enforceable right to a sum of money. A bill of exchange is not only transferable but also negotiable, since if a person without an enforceable right to the money transfers a bill to a **holder in due course**, the latter obtains a good title to it. Much of the law on bills of exchange is codified by the Bills of Exchange Act 1882 and the Cheques Act 1992.*

Dictionary of Law, Oxford University Press © Market House Books Ltd 1997

**DISHONOR.** Failure to honour a bill of exchange. This may be by nonacceptance, when a bill of exchange is presented for acceptance and this is refused or cannot be obtained (or when presentment for acceptance is excused and the bill is not accepted); or by nonpayment, when the bill is presented for payment and payment is refused or cannot be obtained (or when presentment is excused and the bill is overdue and unpaid). In both cases the holder has an immediate right of recourse against the drawer and endorsers, but foreign bills that have been dishonoured must first be protested (see protest).

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**NOTE A BILL.** When a foreign bill has been dishonored, it is usual for a notary public to present it again on the same day and if it be not then paid, to make a minute, consisting of his initials, the day, month, and year, and reason, if assigned, of non-acceptance. The making of this minute is called "**noting** the bill."

UCC 3 § 505. Protest; Noting for Protest

\* \* \* (b) A protest is a **certificate of dishonor** made by a United States consul or vice consul, or a notary public or other person authorized to administer oaths by the law of the place where dishonor occurs. It may be made upon information satisfactory to that person. The protest shall identify the instrument and certify either that presentment has been made or, if not made, the reason why it was not made, and that the instrument has been dishonored by nonacceptance or nonpayment. The protest may also certify that notice of dishonor has been given to some or all parties.

**NOTING.** 1. The procedure adopted if a bill of exchange has been dishonoured by non-acceptance or by non-payment. Not later than the next business day after the day on which it was dishonoured, the holder has to hand it to a notary public to be **noted**. The notary re-presents the bill; if it is still unaccepted or unpaid, the circumstances are noted in a register and also on a notarial ticket, which is attached to the bill. The noting can then, if necessary, be extended to a **protest**.

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**NOTING.** The act of a notary in **minuting** on a bill of exchange, after it has been presented for acceptance or payment, the initials of his name, the date of the day, month, and year when such presentment was made, and the reason, if any has been assigned, for non-acceptance or non-payment, together with his **charge**. Black's 4<sup>th</sup>

**MINUTES.** Practice. A memorandum of what takes place in court, made by authority of the court. Black's 4<sup>th</sup> edition

**CHARGE.** In Equity practice. A written statement presented to a master in chancery (notary public) by a party (you) of the items with which the opposite party should be debited or should account for, or of the claim of the party making it. A charge may embrace the whole liabilities of the accounting party.

**TICKET.** In contracts. A slip of paper containing a **certificate** that the person to whom it is issued, or the holder, is entitled to some right or privilege therein mentioned or described; Black's 4<sup>th</sup> edition

**JUDGMENT NOTE.** A promissory note (contract), embodying an authorization to...a clerk of the court (or a notary public), to enter an appearance for the maker of the note and

confess a judgment against him for a sum therein named, upon default of payment of the note. Black's 4<sup>th</sup> edition

**PROTEST.** *A notarial act, being a formal statement in writing made by a notary under his seal of office, at the request of the holder of a bill or note, in which it is declared that the bill or note described was on a certain day presented for payment or acceptance and that such payment or acceptance was refused, and stating the reasons, if any, given for such refusal, whereupon the notary protests against all parties to such instrument, and declares that they will be held responsible for all loss or damage arising from its dishonor. It denotes also all the steps or acts accompanying dishonor necessary to charge an indorser.* Black's 4<sup>th</sup> edition

**PROTEST. 2.** *A procedure by which a notary provides formal evidence of the dishonour of a bill of exchange. When a foreign bill has been dishonoured by nonacceptance or nonpayment it is handed to the notary, who usually presents it again. If it is still dishonoured, the notary attaches a slip showing the answer received and other particulars - a process called noting. The protest, in the form of a formal document, may then be drawn up at a later time.*

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Locate a Notary Public that is knowledgeable and willing to do your Notarial Protest. There are 3 documents needed for this process: Notice of Breach, Default and Opportunity to Cure, and a Certificate of Dishonor. The first document is a NOTICE OF BREACH, which the Notary issues to the Offeror to allow them a second opportunity to provide evidence to substantiate their claim. Basically the Notary Public is acting in the capacity of taking a deposition from witnesses. The Notary Public has been shown your affidavit ENTRY FOR DEFAULT JUDGMENT BY AFFIDAVIT and now the Notary is asking for the Offeror's affidavit (sworn statement).

#### 4. CERTIFICATE OF RECONVEYANCE – Notary Public

If in 10 days the Notary Public does not receive a response point for point by affidavit with documented evidence, the Respondent has defaulted and therefore dishonored your acceptance. Then the Notary prepares a Notarial Protest which the Notary keeps for her/his own records, and issues you a certificate authenticating the transfer of title. The certificate is called a CERTIFICATE OF RECONVEYANCE and is actually just as valid as a Default Judgment in a Superior Court.

#### 5. FULL RECONVEYANCE

Word process the **FULL RECONVEYANCE**. Gather the following documents into a package starting with the bottom of the package as follows:

1. NOTICE OF DEFAULT – affidavit from the Settlor
2. CERTIFICATE OF RECONVEYANCE - affidavit from a Notary Public
3. FULL RECONVEYANCE – affidavit from Substitution Trustee

Make two copies of this package. Record the package at the county recorder's office of

the county you are in. In the upper right hand corner of the first copy of the FULL RECONVEYANCE, write the name of the county recorder, the Docket number and the Page number, and the date recorded. Then send that copy certified mail to the bank.

**\*\*\*IMPORTANT NOTE\*\*\*** Now that you have your house back in your name you need to **evict the bank from the premises**. Go to course 5 and do the procedure on EVICTION.

This completes the process for FULL RECONVEYANCE. The next process will be covered in a separate set of instructions.

When Recorded Mail to: Daniel Begley, d.b.a. Loan Resolution Specialist  
SHYSTER BANK  
1665 Palm Beach Lakes Blvd.  
West Palm Beach FL., 33401

## NOTICE OF RECONVEYANCE

Contract # 700008

**Payee:** Daniel Begley, d.b.a. Loan Resolution Specialist, SHYSTER BANK 1665 Palm Beach Lakes Blvd.  
West Palm Beach FL., 33401

**Payor:** JOHN HENRY DOE, 6880 S. BROADWAY, TUCSON, AZ 85746

I, John Henry Doe, herein "Settlor, " state the facts contained herein are true, correct, complete, and not misleading, to the best of my personal knowledge. I am Creditor for the legal fiction JOHN HENRY DOE, organization #601-15-3458, and have PREPAID EXEMPT status as evidenced by the UCC-1 Financing Statement #0565988 as the testimony of the Secretary of State West Virginia.

On October 27, 1999, Settlor, signed for his legal fiction JOHN HENRY DOE, on a Deed of Trust recorded at Docket \_\_\_\_\_, Page \_\_\_\_\_ of PIMA COUNTY. JOHN HENRY DOE, herein "BORROWER," was named as **Trustor** to a **trust** presented by Fidelity National Title Company that was named as **Trustee**, hereinafter "TRUSTEE." The BORROWER as Trustor entrusted the Deed of Trust as a title to be held by the TRUSTEE until the loan #17368499 was paid to CHARTER FUNDING as the **Beneficiary**. The Deed stated that the BORROWER as Trustor **granted** a list of measurements of a fictitious location, entitled **legal description** to the Beneficiary, which became the property of the Beneficiary as the **Grantee**. CHARTER FUNDING later assigned the Deed to SHYSTER BANK, herein "Beneficiary."

The Settlor signed a **Promissory Note** for the BORROWER evidencing consideration, and delivered it to the TRUSTEE who accepted the Note as payment for the loan based upon Settlor's prepaid exempt status, thereby **discharging the debt** the BORROWER, as Trustor, had with the Beneficiary. The TRUSTEE inadvertently failed to register the Promissory Note and therefore the Pima County Recorder as Public Fiduciary will register and deliver this security to Beneficiary's agent as evidence that the loan has been discharged for the public record and that the trust has been executed and hereby terminated. The Beneficiary has ten (10) days to record a FULL RECONVEYANCE to original TRUSTOR. In the event a FULL RECONVEYANCE is not recorded in ten (10) days, beneficiary consents that Settlor record the Reconveyance in Beneficiary's behalf.

\_\_\_\_\_  
John Henry Doe, Settlor

Arizona )  
          ) ss  
Pima county )

ACKNOWLEDGEMENT

As a Notary Public for said County and State, I do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:

\_\_\_\_\_  
Notary Public

John Henry Doe  
c/o 6880 S. Broadway  
Tucson, AZ 85746  
Affiant

Daniel Begley d.b.a.  
Loan Resolution Specialist  
SHYSTER BANK  
1665 Palm Beach Lakes Blvd.  
West Palm Beach FL., 33401  
Respondent

RE: Account #17368499

Contract #700008

### NOTICE OF DEFAULT

Arizona                    )  
                                  ) ss       NOTICE TO AGENT IS NOTICE TO PRINCIPAL  
Pima county            )       NOTICE TO PRINCIPAL IS NOTICE TO AGENT

Having been duly sworn, Affiant declares that affidavit and response... The parties to the contract entitled, Notice of RECONVEYANCE , hereinafter "Contract," are in full agreement regarding the following:

1. Affiant is competent to state to the matters included in his/her declaration, has knowledge of the facts, and declared that to the best of his/her knowledge, the statements made in his/her affidavit are true, correct, and not meant to mislead;
2. Affiant is the secured party, superior claimant, holder in due course, and principal creditor having a registered priority lien hold interest to all property held in the name of JOHN HENRY DOE organization # 520-80-6307, evidenced by UCC-1 Financing Statement #0565988 filed with the Secretary of State of the State of West Virginia.
3. Respondent, Dan Begley, is herein addressed in his private capacity, but in his public capacity is a citizen and resident of the State of Florida and is participating in a commercial enterprise with his co-business partners, including but not limited to SHYSTER BANK, hereinafter collectively referred to as "Respondent";
4. The governing law of this private contract is the agreement of the parties supported by the Law Merchant and applicable maxims of law;
5. Affiant at no time has willing, knowingly, intentionally, or voluntarily agreed to subordinate their position as creditor, through signature, or words, actions, or inaction's;
6. Affiant at no time has requested or accepted extraordinary benefits or privileges from the Respondent, the United States, or any subdivision thereof;
7. Affiant is not a party to a valid contract with Respondent that requires Affiant to perform in any manner, including but not limited to the payment of money to Respondent;

8. On September 22, 2001, Affiant sent a security, entitled Promissory Note, to the PIMA COUNTY RECORDER to register. The cover document, entitled Notice of RECONVEYANCE, instructed Respondent on the procedure of concluding the contract. The PIMA COUNTY RECORDER recorded the instrument and delivered the now registered security, herein "presentment," to the Respondent evidencing payment.
9. Affiant gave Notice that Respondent's failure to properly and timely respond to this good faith effort to settle the account noted above, would constitute Respondent's consent that Affiant, in the capacity of Settlor for Respondent, would record the FULL RECONVEYANCE in behalf of Respondent.
10. Respondent has dishonored Affiant's presentment by not issuing a FULL RECONVEYANCE as stipulated in the original Deed of Trust when Deed of Trust was executed by delivery of the Promissory Note. This dishonor is now deemed to be a charge against Respondent.
11. In order to exhaust all administrative remedies, it is required that a Notarial Protest be executed to obtain any evidence and/or testimony from Respondent that could aid in his defense. In the event no response is received by the Public Official (Notary), this will act as a witness against Respondent. Upon default, a CERTIFICATE OF RECONVEYANCE will be issued which will act as a Default Judgment against Respondent who will then be taken in to bankruptcy liquidation whereby all the equity in the name of Respondent will be disposed of in a foreign proceeding.

It has been said, so it is done.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
John Henry Doe, Affiant

Arizona )

) ss

ACKNOWLEDGEMENT

Pima county )

As a Notary Public for said County and State, I do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_ 2002 the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:

\_\_\_\_\_  
Notary Public

## **NOTICE OF BREACH**

1/3/2000

Daniel Begley d.b.a.  
Loan Resolution Specialist  
SHYSTER BANK  
1665 Palm Beach Lakes Blvd.  
West Palm Beach FL., 33401

Dear Mr. Begley,

I received a request by affidavit for a protest pursuant to Arizona Revised Statutes at Sections 47-3505(a), from John Henry Doe, who informed me you dishonored his registered security consisting of the NOTICE OF RECONVEYANCE and a Promissory Note dated 1/2/2000 and sent to you at 1665 Palm Beach Lakes Blvd., West Palm Beach FL., 33401, on 1/2/2000, as evidenced by public record Docket \_\_\_\_\_ and Page \_\_\_\_\_ verifying the contents.

In the event you dishonor through non-acceptance or non-performance was unintentional or due to reasonable neglect or impossibility, I am attaching a copy of the same presentment to this Notice.

You may respond to me, and I will forward your response to John Henry Doe. Your response is expected no later than ten (10) days from the postmark of this Notice of Breach.

Thank you for your prompt attention to this matter.

Sincerely,

\_\_\_\_\_  
Notary Public (name)

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Stamp)

(Seal)

# CERTIFICATE OF RECONVEYANCE

I, William Smith, am the notary to whom all communications are to be mailed regarding the contract entitled NOTICE OF RECONVEYANCE in response to Public Account #17368499, herein "presentment."

Pursuant to Arizona Revised Statutes 47-3505(b), and Uniform Commercial Code 3-505(b) and 1-202, Notice of Protest is hereby given with CERTIFICATE OF RECONVEYANCE regarding the following:

On October 22, 2001, the notary record shows a NOTICE OF BREACH was mailed to John Henry Doe's Respondent Daniel Begley, Loan Resolution Specialist agent for SHYSTER BANK, herein "Respondent," located at 1665 Palm Beach Lakes Blvd. West Palm Beach FL., 33401, who was given 10 days to respond.

As of this date, no response had been delivered to me, the designated receiver. I interviewed John Henry Doe, whose affidavit is attached to this Notarial Protest. John Henry Doe has stated to me by affidavit that Petitioner has received no response to said Private Contract at any other mailing location. Based on the foregoing information, Respondent has dishonored John Henry Doe's notices by non-acceptance and/or non-performance and have therefore assented to the terms and conditions in said Contract.

\_\_\_\_\_  
William Smith, Third Party Witness

Arizona            )  
                      ) ss  
Pima county       )

ACKNOWLEDGEMENT

As a Notary Public for said County and State, I do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ 2002 the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:

\_\_\_\_\_  
Notary Public

When Recorded Mail to: John Henry Doe  
6880 S Broadway  
Tucson, Arizona 85746

## SUBSTITUTION OF TRUSTEE FULL RECONVEYANCE

**John Henry Doe**, acting in the capacity of settlor for **SHYSTER BANK**, as beneficiary under that certain Deed of Trust duly substitutes and appoints Aage Nost as Trustee under said Deed of Trust, and having received from furnisher of the consideration there under a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid by recording the Promissory Note as a registered security, and said Deed of Trust and the note or notes secured thereby having been surrendered to said Trustee for cancellation, does hereby RECONVEY, without warranty, to the person or persons legally entitled thereto, the property now held by it there under. Said Deed of Trust was executed by **JOHN H. DOE** ("Trustor") to SHYSTER BANK ("Original Beneficiary"), and recorded in the official records of PIMA County, ARIZONA, as follows:

Date Deed of Trust Recorded: SEPTEMBER 28, 1998 as Instrument Number 19981670016 in Book 10890 at Page 61.  
Date Promissory Note Recorded: FEBRUARY 4, 2002 as Instrument Number 20020231145 in Book 11729 at Page 3819.

PROPERTY ADDRESS: 2204 & 2206 SOUTH CAMPBELL AVENUE, TUCSON, ARIZONA

*LOT 8 IN BLOCK 8 OF PUEBLO GARDENS, AS SHOWN BY SUBDIVISION MAP RECORDED IN BOOK 8 OF MAPS AT PAGE 84, RECORDED IN PIMA COUNTY, ARIZONA*

IN WITNESS WHEREOF, John Henry Doe, in the capacity as Settlor for SHYSTER BANK, has caused her name and seal to be hereto affixed.

SHYSTER BANK

\_\_\_\_\_  
Aage Nost, Substitute Trustee

\_\_\_\_\_  
SHYSTER BANK  
BY: John Henry Doe, Settlor

Arizona                    )  
                              ) ss  
Pima county            )

*ACKNOWLEDGEMENT*

\_\_\_\_\_  
As a Notary Public for said County and State, I do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_  
the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:

\_\_\_\_\_  
Notary Public

## INSTRUCTIONS FOR DISCHARGING PUBLIC DEBT WITH PRIVATE CHECKS

**PURPOSE:** As a Creditor of UNITED STATES and all other sub-corporations private and public, you are owed equity and interest for the gold and all property that you “loaned” them starting March 9, 1933 to date. There is NO MONEY. In order to start getting your equity back, you must NOTICE your DEBTORS of what you expect them to do and the consequences if they do not comply. This file contains all the documents you will need to PERFECT YOUR CLAIM and TAKE BACK YOUR EQUITY;

- 1) PREPARING YOUR PRIVATE CHECK
- 2) STATEMENT OF ACCOUNT
- 3) LETTER TO PAUL O’NEILL
- 4) FINAL STATEMENT
- 5) CONDITIONAL ACCEPTANCE FOR VALUE
- 6) NOTICE OF DEFAULT
- 7) NOTICE OF DISHONOR – From The Notary Public
- 8) NOTICE OF PROTEST AND OPPORTUNITY TO CURE – From Notary
- 9) CERTIFICATE OF DISHONOR - From Notary
- 10) NOTICE OF SUBSTITUTION OF TRUSTEE

### 1) PREPARING YOUR PRIVATE CHECK

Some of you doing this process have already issued private checks on a closed account and may or may not know that you have used “private funds” to discharge the debt. Any and every time you have received an offer and you have “accepted” it by writing ACCEPTED FOR VALUE on the offer with your name, date and EIN (Employer Identification Number) you have used private funds. It does not matter what you have used, they ALL WORK, whether it is a Bill of Exchange, a Trade Acceptance, a Promissory Note, a Documentary Draft, a Sight Draft, or a check on a “closed account,” hereinafter “private check.” You could put your signature on a piece of toilet paper and your debtors would still have to accept YOUR method of payment pursuant to HJR 192, March 9, 1933.

**Closed account.** An account to which no further additions can be made on either side, but which remains still open for adjustment and set-off, which distinguishes it from an account stated” *Black’s Law Dictionary, 6<sup>th</sup> Edition*

**Setoff.** The equitable right to cancel or offset mutual debts or cross demands, commonly used by a bank in reducing a customer’s checking or other deposit account in satisfaction of a debt the customer owes the bank.

You are the bank in the above 2 terms and the “customer” is the debtor that you sent your check to. The reason the debtor is the customer is that they have ordered a block of credit from you and you have accepted their offer, so now they can use your credit (your exemption) and you can “offset mutual debts” with a set off and receive the product or service they offered you. Remember, they owe you interest on your credit they are using to buy ALL of the goods and services to manufacture or create the product you are buying. YOU HAVE ALREADY PAID FOR THE PRODUCT BEFORE YOU EVEN BUY IT!!!

The following is the procedure for setting up a “closed account” and preparing the private check;

- a. Open a checking account at a local bank. If you already have one that you don’t use anymore, you can use this account.
- b. Order a box of checks from the one you opened. Or order more checks from the one you already have.
- c. When you get the checks, close the account.
- d. If you have already filed a UCC-1 then file a UCC-3 addendum to include the routing and account numbers of the closed account. Also include the check numbers 1-10,000.

## **2) STATEMENT OF ACCOUNT.**

**Statement of Account.** A report issued monthly or periodically by a bank or creditor (you) to a customer setting forth the amounts billed, credits given and balance due.

If you have already sent your private check to your customer to discharge a debt, you need to finish the accounting procedure with a Statement of Account.

If you are sending the check for the first time, you should send the statement of account **WITH** your check so the clock starts from the time you send it. The debtor has 14 days to respond to your statement or the statement stands as truth.

## **3) LETTER TO PAUL O’NEILL**

You must communicate your acceptance to the trustee of the US Bankruptcy, who currently is Paul O’Neill in order to keep track of the accounting. Do not send this package to “Secretary of the Treasury” as this is a fiction – not a private entity. Remember, you are operating in the private and you cannot see or deal with a fictitious entity or office.

- a. When you get an offer (a bill, a statement, IRS bill, etc.) from your Debtor, take your stamp and stamp the bill **ACCEPTED FOR VALUE** and sign your name, date, and EIN number. Then make a copy of the bill that you have converted to a **BILL OF EXCHANGE**.
- b. Write your check out like you normally would except in the memo section print the registered mailing number, and “EFT ONLY” (Electronic Funds Transfer).
- c. Fill out the **STATEMENT OF ACCOUNT (SoA)** and along with the **CHECK** and the original bill that is now a **BILL OF EXCHANGE**.
- d. Make a letter of acceptance and send the package **registered mail** to Paul O’Neill, d.b.a. Secretary of Treasury.
- e. Fill out a UCC-3 and list the private check, the Bill from the Debtor and SoA, and the letter to Paul O’Neill.

You will be preparing 3 packages as follows:

### **1. Paul O’Neill Package**

- a. Original letter to Mr. O’Neill
- b. Copy of Private Check and SoA
- c. Copy of Bill from Debtor
- d. Copy of UCC-3

### **2. Debtor Package**

- a. Original Private Check and SoA
- b. Copy of Bill from Debtor
- c. Copy of letter to Mr. O’Neill
- d. Copy of UCC-3

### **3. UCC-3 Package**

- a. Original UCC-3

### **4. For your files**

- a. Original Bill from Debtor

- b. Copy of letter to Mr. O'Neill
- c. Copy of Private Check and SoA
- d. Copy of Bill from Debtor

- b. Copy of Private Check and SoA
- c. Copy of letter to Mr. O'Neill
- d. Copy of UCC-3

The reason why you are sending Paul O'Neill a package by registered mail is to "register" the transaction or your exemption. This Registered number is issued by the Treasury as this is considered part of the postage system which is "currency" such as stamps which is also issued by the Treasury. This same registered number will be put on your check and your UCC-3 and is now registered in the National Registry. Send the package by certified mail to the Debtor as your check will now be considered "certified funds."

#### **4) FINAL STATEMENT**

After 14 days from sending out the Statement of Account and they either have not responded or they have sent a statement that does not acknowledge your statement, you will need to send them the follow up notice that will acknowledge their consent to your statement balance.

#### **5) CONDITIONAL ACCEPTANCE**

Even though most of the Closed Account Checks will be accepted, some will be dishonored. For those that are dishonored you will need to send a Conditional Acceptance to the Debtor because they are stepping outside of the United States Bankruptcy which is a criminal offense. If the Debtor s attempt to call you, always, always, always get their first and last name then tell them that you only do business in writing, not verbally over the phone. You want to know who you are doing business with because you may be taking their collateral.

#### **6) NOTICE OF DEFAULT**

After the 10 days send them a Notice of Default. This means total failure. This notice completes your court procedure as a sovereign in your nation that is foreign to the public venue. Now you will need to pursue this matter in the "public venue" in their legal proceedings, however it will not go into the courts you are familiar with. You must take this matter up with the SECRETARY OF STATE of the state you are in.

**Secretary of State.** In American law. Title of the chief of the executive bureau of the United States called the "Department of State." He is a member of the cabinet, and is charged with the general administration of the international and diplomatic affairs of the government. In many of the state governments there is an executive officer bearing the same title and exercising important functions. In English law. The secretaries of state are cabinet ministers attending the sovereign for the receipt and dispatch of letters, grants, petitions, and many of the most important affairs of the kingdom, both foreign and domestic. *Black's 4<sup>th</sup> edition*

You are a foreign nation in their eyes, so you must go through the proper channels so that you can utilize the functions and duties of the Secretary of State – "general administration of the international affairs" and "attending the sovereign." There are many "designees" of the Secretary of the state in the area you live, normally called Notary Publics. Find a private Notary Public that you can work with; OR create one by getting a friend to become a Notary who understands this procedure.

#### **7) NOTICE OF DISHONOR – Notary Public**

Now we will go through the process called a Notarial Protest, a very powerful process that will create a witness against the debtor through a Public Official. Following is the definition of a Notary Public according to Black's Law Dictionary, 6<sup>th</sup> edition. It is important to know why you need to use a Notary Public.

**Notary Public:** *A public officer whose function it is to administer oaths; to attest and certify, by her or his hand and official seal, certain classes of documents, in order to give them credit and authenticity in foreign jurisdictions; to take acknowledgements of deeds and other conveyances, and certify the same; and to perform certain official acts, chiefly in commercial matters such as the protesting of notes and bills, the noting of foreign drafts, and marine protests in cases of loss or damage. One who is authorized by the State or Federal Government to administer oaths, and to attest to the authenticity of signatures.* Black's 6<sup>th</sup> edition

**NOTARY PUBLIC.** *A legal practitioner, usually a solicitor, who attests or certifies deeds and other documents and notes or protests dishonoured bills of exchange.*  
Dictionary of Business, Oxford University Press, © Market House Books Ltd 1996

Pursuant to Arizona Revised Statutes (ARS) Title 41-332;

### **Secretary of the State; deputy county clerk; county clerk functions**

*"...each clerk of the superior court shall deputize the secretary of state and the secretary's designees as deputy county clerks of the superior court solely for the performance of the superior court clerk's functions..."*

All notary publics are assigned a "commission" by the secretary of the state and deputized by the notary public of the Superior Court.

**Commission:** *An authority or writ issuing from a court, in relation to a cause before it, directing and authorizing a person or persons named to do some act or exercise some special function; usually to take the depositions of witnesses.*

**Commissioner:** *A person to whom a commission is directed by the government or a court. A person with a commission. An officer who is charged with the administration of the laws relating to some particular subject matter, or the management of some bureau or agency of the government. Member of a commission or board. Specially appointed officer of the Court.*

**TABELLIO.** *In Roman law. An officer corresponding in some respects to a notary. His business was to draw legal instruments, (contracts, wills, etc.,) and witness their execution. Tabelliones differed from notaries in many respects; they had judicial jurisdiction in some cases, and from their judgments there were no appeals. Notaries were then the clerks or aides of the tabelliones; they received the agreements of the parties, which they reduced to short notes; and these contracts were not binding until they were written in extenso, which was done by the tabelliones.* Black's 4<sup>th</sup> edition

In summary of the above definitions, a Notary Public is a commissioner designated by the secretary of the state and deputized to be a deputy superior court clerk to hear certain issues presented to them by foreign agents by taking depositions of the parties termed "notes." In order for the "notes" (contracts) to be binding they are registered with the secretary of state.

**BILL OF EXCHANGE.** *An unconditional order in writing, addressed by one person (the drawer/debtor) to another (the drawee/your strawman) and signed by the person giving it, requiring the drawee to pay on demand or at a fixed or determinable future time a specified sum of money to or to the order of a specified person (the payee/Paul O'Neill/trustee of U.S. Bankruptcy) or to the bearer. If the bill is payable at a future time the drawee (your strawman) signifies his **acceptance** (by you as the creditor of both the drawer and drawee AND the payee), which makes him the party primarily liable upon the bill; the drawer and endorsers may also be liable upon a bill. The use of bills of exchange enables one person to transfer to another an enforceable right to a sum of money. A bill of exchange is not only transferable but also negotiable, since if a person without an enforceable right to the money transfers a bill to a **holder in due course**, the latter obtains a good title to it. Much of the law on bills of exchange is codified by the Bills of Exchange Act 1882 and the Cheques Act 1992.*

Dictionary of Law, Oxford University Press © Market House Books Ltd 1997

**DISHONOR.** *Failure to honour a bill of exchange. This may be by nonacceptance, when a bill of exchange is presented for acceptance and this is refused or cannot be obtained (or when presentment for acceptance is excused and the bill is not accepted); or by nonpayment, when the bill is presented for payment and payment is refused or cannot be obtained (or when presentment is excused and the bill is overdue and unpaid). In both cases the holder has an immediate right of recourse against the drawer and endorsers, but foreign bills that have been dishonoured must first be protested (see protest).*

Dictionary of Business, Oxford University Press, © Market House Books Ltd 1996

**NOTE A BILL.** *When a foreign bill has been dishonored, it is usual for a notary public to present it again on the same day and if it be not then paid, to make a minute, consisting of his initials, the day, month, and year, and reason, if assigned, of non-acceptance. The making of this minute is called "**noting** the bill."*

### **UCC 3 § 505. Protest; Noting for Protest**

**\* \* \*** (b) *A protest is a **certificate of dishonor** made by a United States consul or vice consul, or a notary public or other person authorized to administer oaths by the law of the place where dishonor occurs. It may be made upon information satisfactory to that person. The protest shall identify the instrument and certify either that presentment has been made or, if not made, the reason why it was not made, and that the instrument has been dishonored by nonacceptance or nonpayment. The protest may also certify that notice of dishonor has been given to some or all parties.*

**NOTING.** *1. The procedure adopted if a bill of exchange has been dishonoured by non-acceptance or by non-payment. Not later than the next business day after the day on which it was dishonoured, the holder has to hand it to a notary public to be **noted**. The notary re-presents the bill; if it is still unaccepted or unpaid, the circumstances are noted in a register and also on a notarial ticket, which is attached to the bill. The noting can then, if necessary, be extended to a **protest**.*

Dictionary of Business, Oxford University Press, © Market House Books Ltd 1996

**NOTING.** *The act of a notary in **minuting** on a bill of exchange, after it has been presented for acceptance or payment, the initials of his name, the date of the day, month, and year when such presentment was made, and the reason, if any has been assigned, for non-acceptance or non-payment, together with his **charge**. Black's 4<sup>th</sup>*

**MINUTES.** *Practice. A memorandum of what takes place in court, made by authority of the court.* Black's 4<sup>th</sup> edition

**CHARGE.** *In Equity practice. A written statement presented to a master in chancery (notary public) by a party (you) of the items with which the opposite party should be debited or should account for, or of the claim of the party making it. A charge may embrace the whole liabilities of the accounting party.*

**TICKET.** *In contracts. A slip of paper containing a **certificate** that the person to whom it is issued, or the holder, is entitled to some right or privilege therein mentioned or described;* Black's 4<sup>th</sup> edition

**JUDGMENT NOTE.** *A promissory note (contract), embodying an authorization to...a clerk of the court (or a notary public), to enter an appearance for the maker of the note and confess a judgment against him for a sum therein named, upon default of payment of the note.* Black's 4<sup>th</sup> edition

**PROTEST.** *A notarial act, being a formal statement in writing made by a notary under his seal of office, at the request of the holder of a bill or note, in which it is declared that the bill or note described was on a certain day presented for payment or acceptance and that such payment or acceptance was refused, and stating the reasons, if any, given for such refusal, whereupon the notary protests against all parties to such instrument, and declares that they will be held responsible for all loss or damage arising from its dishonor. It denotes also all the steps or acts accompanying dishonor necessary to charge an indorser.* Black's 4<sup>th</sup> edition

**PROTEST. 2.** *A procedure by which a notary provides formal evidence of the dishonour of a bill of exchange. When a foreign bill has been dishonoured by nonacceptance or nonpayment it is handed to the notary, who usually presents it again. If it is still dishonoured, the notary attaches a slip showing the answer received and other particulars - a process called noting. The protest, in the form of a formal document, may then be drawn up at a later time.* Dictionary of Business, Oxford University Press, © Market House Books Ltd 1996

Locate a Notary Public that is knowledgeable and willing to do your Notarial Protest. There are 3 documents needed for this process: Notice of Dishonor, Notice of Protest and Opportunity to Cure, and a Certificate of Dishonor. The first document is a Notice of Dishonor, which the Notary issues to the Offeror to allow them a second opportunity to provide evidence to substantiate their claim. Basically the Notary Public is acting in the capacity of taking a deposition from witnesses. The Notary Public has been shown your affidavit (sworn statement) and now the Notary is asking for the Offeror's affidavit (sworn statement). You must give the Notary copies of ALL the notices that you have given them thus far so that the Notary can give the Debtor an additional opportunity to answer.

## **8) NOTICE OF PROTEST AND OPPORTUNITY TO CURE – Notary Public**

This notice will allow an additional 10 days to give the debtor another chance to bring the evidence forth to support any claim that they may be professing.

## **9) CERTIFICATE OF DISHONOR – Notary Public**

If in 10 days the Notary Public does not receive a response point for point by affidavit with documented evidence, the debtor, has defaulted and therefore dishonored your acceptance.

Then the Notary prepares a Notarial Protest which the Notary keeps for her/his own records, and issues you the Second Notice, a Certificate of Dishonor. The Certificate of Dishonor is actually just as valid as a Default Judgment in a Superior Court.

## 10) NOTICE OF SUBSTITUTION OF TRUSTEE

You will then attach the Certificate of Dishonor and the other notices that you have sent, including the letter the Debtor sent you evidencing dishonor, to a NOTICE OF SUBSTITUTION OF TRUSTEE. This notice is to be sent to the Trustee of the UNITED STATES Bankruptcy so they can investigate why the debtor is unlawfully using your exemption and stepping outside the US Bankruptcy. If this third party (who represents you, the Creditor) does not wish to save the honor of the debtor (a sub-corporation or the U.S.), you will then put them into Involuntary Bankruptcy.

**Information.** *An accusation in the nature of an indictment, from which it differs only in being presented by a competent public officer on his oath of office, instead of a grand jury on their oath.* Black's 4<sup>th</sup> edition

**ACCEPTANCE SUPRA PROTEST (Acceptance for Honor).** *The acceptance or payment of a bill of exchange, after it has been dishonoured, by a person wishing to save the honour of the drawer or an endorser of the bill.* Dictionary of Business, Oxford University Press, © Market House Books Ltd 1996

**Supra Protest.** *In mercantile law. A term applied to an acceptance of a bill by a third person, after protest for nonacceptance by the drawee.* Black's 4<sup>th</sup> edition

After 10 days from mailing your information to the “proper authorities” and you have not received a response from anyone, you will then proceed with the involuntary bankruptcy liquidation. No response indicates that the “proper authorities” have given their consent to your bankruptcy proceedings and cannot come back and say this was not a “legal action.” There can be no recourse from them.

It is very important to note here the differentiation in viewpoint from what you may be used to. We normally “cry to the authorities” about “our rights that have been violated” and expect them to do something about it. Just take a look at that pathetic viewpoint for a second..... OK, long enough, don't get too depressed. Allow me to clue you in, YOU ARE A CREDITOR! A Creditor or a Sovereign does not have “rights,” they have **POWER!!!!**

When you send in the NOTICE OF SUBSTITUTION OF TRUSTEE, you are not “asking” or “begging,” or “requesting” the “authorities” to do their job and “take care of the matter.” NO! You as a Creditor are giving them the opportunity to save the debtor's honor (in other words to save his ass!). You are letting them know that you are the Creditor of this bankruptcy and if they don't handle this matter YOU WILL! This is an entirely different viewpoint than has been used before. You are finally acting like the Creditor that you are!

This completes the Dishonor process for a private check. The next process will be covered in a separate set of instructions. The next process is INVOLUNTARY BANKRUPTCY PROCEDURE which was detailed in course 5 – POWER OF ACCEPTANCE



John Henry Doe  
c/o 6880 S. Broadway  
Tucson, AZ 85746

Daniel Begley d.b.a.  
Loan Resolution Specialist  
SHYSTER BANK  
1665 Palm Beach Lakes Blvd.  
West Palm Beach FL., 33401

RE: Account #17368499  
Contract #196

### Statement of Account

June 4, 2001

Balance of Charges for June 30, 2002	\$4,986.74
Discharge June 15, 2002 with Private Check #196	<u>\$4,986.74</u>
Ending Balance of Charges:	0

The balance shown above reflects my good faith Statement of Account for the loan you claim is due on said account. The Account Representative or his designee may correct or approve the balance. Your correction must be returned to me in two weeks, or no later than June 19, 2001. Pursuant to ARS 47 9-208 and UCC 9-208, failure to correct and return this Statement of Account with supporting documentation of indebtedness within two weeks constitutes your agreement with this accounting, after which you, and your co-business partners may only make a claim up to the amount this statement shows as a balance.

*Date July 10, 2001*

---

John Henry Doe  
c/o 6880 S. Broadway  
Tucson, AZ 85746

MAY 15, 2000

Paul H O'Neill , Secretary  
US Department of the Treasury  
1500 Pennsylvania Avenue, NW  
Washington, DC 20220

Re: Non-Negotiable Charge Back

Mr. O'Neill:

Enclosed you will find a copy of the Registered Security which I have sent to you to open my Treasury Direct Account. I accept for value all related endorsements with both UCC 3-419 and HJR-192 of June 5, 1933. Charge my Private Account # 987654321-123456789 for the registration fees and command the memory of account number SSN 520-45-6708 to charge the same to the debtor's Order or your Order.

The total amount of this NON-NEGOTIABLE ACCEPTANCE FOR VALUE in the enclosed filing is listed below.

Private Account # 987654321-123456789  
Pre-paid – Preferred Stock  
Priority – Exempt from Levy

Res/In Rem.

---

John Henory Doe via JOHN HENORY DOE  
? ANYHOUSE IN SOME TOWN  
ANYTOWN,ANY STATE WITH A ZIP

Employer Identification Number: 520456708

Attachments:

- 1) INVOICE # 1225200, Registered Exemption # R867654386 for \$356.34
- 2) Copy of UCC-3

Cc: file

John Henry Doe  
c/o 6880 S. Broadway  
Tucson, AZ 85746  
Secured Party

Daniel Begley d.b.a.  
Loan Resolution Specialist  
SHYSTER BANK  
1665 Palm Beach Lakes Blvd.  
West Palm Beach FL., 33401  
Respondent

RE: Account #17368499  
Contract #196

## **DEFAULT**

### **Statement of Account pursuant to UCC 9-208 Mailed June 15, 2002**

Dear Mr. Begley,

I received your letter today dated June 28, 2002 regarding my Statement of Account mailed to you June 15, 2002. This is to inform you that your letter is not in compliance with ARS 47 9-208(2) nor UCC 9-208(2). Which reads " The secured party must comply with such a request *within* two weeks after receipt by sending a written correction or approval. . . . If the secured party without reasonable excuse fails to comply he is liable for any loss to the debtor thereby; and if the debtor has properly included in his request a good faith statement of the obligation or a list of the collateral or both the secured party may claim a security interest only as shown in the statement against persons misled by his failure to comply. . . ."

The Statement of Account was mailed to SHYSTER BANK, at the address listed above on June 4, 2001. Add three days for mail service and two weeks for compliance and three days for return mail and one additional day for a Sunday and your approval or correction to my Statement of Account must have been received by me no later than June 24, 2001. You have failed to comply, therefore my Statement of Account remains as stated – a balance of Zero (0).

Please adjust your accounts to comply with the above.

Thank You;

---

John Henry Doe

John Henry Doe  
c/o 6880 S. Broadway  
Tucson, AZ 85746  
Secured Party

Daniel Begley d.b.a.  
Loan Resolution Specialist  
SHYSTER BANK  
1665 Palm Beach Lakes Blvd.  
West Palm Beach FL., 33401  
Respondent

RE: Account #17368499  
Contract #196

## CONDITIONAL ACCEPTANCE

August 28, 2002

Arizona            )  
                      ) ss  
Pima county      )

*NOTICE TO AGENT IS NOTICE TO PRINCIPAL  
NOTICE TO PRINCIPAL IS NOTICE TO AGENT*

I, John Henry Doe, hereinafter “Secured Party,” am competent to state the matters included in this contract which are true, correct and complete, and not meant to mislead.

This affidavit is in response to a letter from your company dated 6/12/2002. I am informing you that I accept your offer that I owe you money in the sum of \$4,986.74, asserting for some heretofore undisclosed reason, that you were "*whatever they said*" of the check I issued you on April 8, 2002. However, my acceptance and subsequent payment is on condition precedent that you provide some very simple elemental proof of your claim.

The check number 196 you received from me is a prepaid item from a private account that is closed to the public, no longer under control of COMPASS BANK, but still open on the private side to the US Treasury Bank. If FIRST USA BANK, N.A. had done an EFT (electronic funds transfer) on the check, then it would have been known immediately that this account was closed to the public and no longer an account under the control of COMPASS BANK, the bank from which this account originated from as a common public “open account,” and the debt would have been instantly discharged. You may be unaware of the function of “closed accounts.” A “closed count” is defined as:

*“An account to which no further additions can be made on either side, but which remains still open for adjustment and set-off, which distinguishes it from an account stated”* (Black’s Law Dictionary, 6<sup>th</sup> Edition)

The EFT creates an irreversible event that neither FIRST USA BANK, N.A. nor your fiduciary bank can undo and generates a record that proves that the accrual account was indeed adjusted back to zero proving complete discharge of the debt in question. In fact, these checks are usually stamped **Account Closed** which means that the transaction closed by properly discharging the debt to zero, not that the check is “no good,” or anything else other than that the account (escrow) properly closed with this pre paid check.

At this time, Respondent is in violation of a number of their own accounting and banking procedures which include; Breach of Fiduciary Duty (UCC-3-307), Obligation of Drawer (UCC-3-414), Presentment of Tender Offer (UCC-3-501), Dishonor of presentment (UCC-3-502), Excused presentment (UCC-3-504), Discharge after presentment (UCC-3-602), Responsibility for Collection of the presentment (UCC-4-202), Failure of ordinary care of presentment (UCC-4-214 (d) (2).

### TERMS AND CONDITIONS

1. This is **CONDITIONAL ACCEPTANCE** upon the contract # 196, entitled Private Check, presented to you on or about 30 August 2001. This is our good faith offer to extend the time for you to answer the Secured Party's request by an additional ten (10) days. Should you fail, refuse, or neglect to respond to this Notice of Fault, we will enter a Notice of Default, as a second witness, upon you and your options on that presentment will expire.
2. In order for you to prove your claim that check number 196 was incapable of discharging the debt, please provide me the record that shows that when the EFT was performed on the check, my account did not in fact go to zero, which would prove complete satisfactory discharge of the debt. I am also requesting at this time my copy of the 1099 OID for this transaction so that I may have the documentation showing who the fiduciary debtor and fiduciary creditor are in this transaction. Also I need to see the documents that you are relying on that support your contention that you are incapable of doing an EFT on this check if in fact that is your assertion. Please send these documents along with a short letter signed in blue ink by a title-identified party asserting your claim. Any unsigned, anonymous letter will have to be ignored by me as a matter of law, since someone must take responsibility for asserting the validity of your claim.
3. In the event that Respondent defaults with the above request and dishonors Secured Party's presentment, then Respondent consents to be filed as Debtor on a UCC-1 Financing Statement with the Secretary of States of Arizona and state of incorporation. Respondent also consents to be into involuntary bankruptcy and will allow Secured Party to liquidate all the collateral in Respondent's name.

\_\_\_\_\_  
John Henry Doe

Arizona                )  
                              ) ss  
Pima county         )

*ACKNOWLEDGEMENT*

*As a Notary Public for said County and State, I do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_  
the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:*

\_\_\_\_\_  
*Notary Public*

U.S. Postal Service

**CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND  
INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE - POSTMASTER'S

Affix fee here in stamps or  
meter postage and post mark.  
Inquire of Postmaster for  
current fee.

Received From:

John Henry Doe  
7518 West 81st Street  
Playa del Rey, California  
90293

One piece of ordinary mail addressed to:

Test Company  
TestAddress1  
TestAddress2  
TestAddress3

July 13, 2002

John Henry Doe  
c/o 6880 S. Broadway  
Tucson, AZ 85746

Cecilia Vindiola , Notary Public  
P.O. Box 86182  
Tucson. Arizona 85754

Request for Notarial Protest

This is a request for you to enter a Notarial Protest to Daniel Begley, d.b.a. Loan Resolution Specialist SHYSTER BANK, whose address is 1665 Palm Beach Lakes Blvd., West Palm Beach FL., 33401. I have included Contract #196 beginning with the first Notice mailed, with proof of service, dated August 19, 2001; The Second Notice dated September 6, 2001; and Default Judgment, dated October 7, 2001

Would you please follow up on this private negotiation under your notary seal and send to Daneen Sparcino, Vice President of SHYSTER BANK, whose address is 475 Cross Point Parkway, P.O. Box 9000, Getzville, NY 14068-9000. And send along the accompanying acceptance of each of their acts and actions of which I have enclosed herewith.

Thank you for your prompt attention in this matter.

Sincerely

---

John Henry Doe

John Henry Doe  
c/o 6880 S. Broadway  
Tucson, AZ 85746  
Secured Party

Daniel Begley d.b.a.  
Loan Resolution Specialist  
SHYSTER BANK  
1665 Palm Beach Lakes Blvd.  
West Palm Beach FL., 33401  
Respondent

RE: Account #17368499  
Contract #196

## NOTICE OF DEFAULT

Arizona                 )  
                              ) ss  
Pima county         )

*NOTICE TO AGENT IS NOTICE TO PRINCIPAL*  
*NOTICE TO PRINCIPAL IS NOTICE TO AGENT*

I, John Henry Doe, herein "Affiant," having been duly sworn, declares that affidavit and response of the parties to the contract entitled, Notice of RECONVEYANCE , hereinafter "Contract," are in full agreement regarding the following:

1. Affiant is competent to state to the matters included in his/her declaration, has knowledge of the facts, and declared that to the best of his/her knowledge, the statements made in his/her affidavit are true, correct, and not meant to mislead;
2. Affiant is the secured party, superior claimant, holder in due course, and principal creditor having a registered priority lien hold interest to all property held in the name of JOHN HENRY DOE organization # 520-80-6307, evidenced by UCC-1 Financing Statement #0565988 filed with the Secretary of State of the State of West Virginia.
3. Respondent, Dan Begley, is herein addressed in his private capacity, but in his public capacity is a citizen and resident of the State of Florida and is participating in a commercial enterprise with his co-business partners, including but not limited to SHYSTER BANK, hereinafter collectively referred to as "Respondent";
4. The governing law of this private contract is the agreement of the parties supported by the Law Merchant and applicable maxims of law;
5. Affiant at no time has willing, knowingly, intentionally, or voluntarily agreed to subordinate their position as creditor, through signature, or words, actions, or inaction's;
6. Affiant at no time has requested or accepted extraordinary benefits or privileges from the Respondent, the United States, or any subdivision thereof;

Notice of Dishonor

7. Affiant is not a party to a valid contract with Respondent that requires Affiant to perform in any manner, including but not limited to the payment of money to Respondent;
8. On September 22, 2001, Affiant sent a private check and Statement of Account to the Respondent evidencing payment and indicating a zero balance. Respondent had 14 days to respond, however elected to remain silent and therefore consented to the information contained in the Statement of Account.
9. Affiant gave Notice that Respondent's failure to properly and timely issue Affiant with a LIEN RELEASE would constitute Respondent's consent that Affiant, in the capacity of Settlor for Respondent, would file a LIEN RELEASE in behalf of Respondent.
10. Respondent has dishonored Affiant's presentment by not issuing a LIEN RELEASE as stipulated in the Statement of Account. This dishonor is now deemed to be a charge against Respondent.
11. In order to exhaust all administrative remedies, it is required that a Notarial Protest be executed to obtain any evidence and/or testimony from Respondent that could aid in his defense. In the event no response is received by the Public Official (Notary), this will act as a witness against Respondent. Upon default, a CERTIFICATE OF DISHONOR will be issued which will act as a Default Judgment against Respondent who will then be taken in to bankruptcy liquidation whereby all the equity in the name of Respondent will be disposed of in a foreign proceeding.

It has been said, so it is done.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
John Henry Doe, Affiant

Arizona )

) ss

ACKNOWLEDGEMENT

Pima county )

As a Notary Public for said County and State, I do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_ 2002 the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:

\_\_\_\_\_  
Notary Public

**Notice of Dishonor**

1/3/2000

Daniel Begley d.b.a.  
Loan Resolution Specialist  
SHYSTER BANK  
1665 Palm Beach Lakes Blvd.  
West Palm Beach FL., 33401

Dear Mr. Begley,

I received a request by affidavit for a protest pursuant to Arizona Revised Statutes at Sections 47-3505(a), from John Henry Doe, who informed me you dishonored his presentments consisting of the CONDITIONAL ACCEPTANCE and NOTICE OF DEFAULT dated 1/2/2000 and sent to you at 1665 Palm Beach Lakes Blvd. West Palm Beach FL., 33401 on 1/2/2000, as evidenced by U.S. Postal Service CERTIFICATE OF MAILING verifying the contents of the Mail package.

In the event your dishonor through non-acceptance or non-performance was unintentional or due to reasonable neglect or impossibility, I am attaching a copy of the same presentment to this Notice.

You may respond to me, and I will forward your response to John Henry Doe. Your response is expected no later than ten (10) days from the postmark of this Notice of Dishonor.

Thank you for your prompt attention to this matter.

Sincerely,

\_\_\_\_\_  
Notary Public (name)  
Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Stamp)

(Seal)

**Notice of Protest and  
Opportunity to Cure**

1/4/2000

Daniel Begley, d.b.a.  
Loan Resolution Specialist  
SHYSTER BANK  
1665 Palm Beach Lakes Blvd.  
West Palm Beach FL., 33401

Dear Mr. Begley,

On 1/3/2000, I sent you a Notice of Dishonor regarding the presentments of CONDITIONAL ACCEPTANCE and NOTICE OF DEFAULT sent you on 1/2/2000. You failed to accept or perform after receiving these presentments from John Henry Doe, and you failed to accept or perform after receiving the same presentment from me.

You are now in default and have stipulated to the terms of John Henry Doe's 1/2/2000 dated presentment through your dishonor. You have the right to cure this default and perform according to said terms within the ten (10) days from the postmark of this Notice. Should you fail to cure the default, I will issue a CERTIFICATE OF DISHONOR pursuant to Arizona Revised Statutes 47-3535.

Thank you for your prompt attention to this matter.

Sincerely,

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of Notary

(Stamp)

(Seal)

Certificate of Protest  
And Opportunity to Cure

## CERTIFICATE OF DISHONOR

I, William Smith, am the notary to whom all communications are to be mailed regarding the contract entitled CONDITIONAL ACCEPTANCE and Contract #196 in response to Public Account #17368499, herein "presentment."

Pursuant to Arizona Revised Statutes 47-3505(b), and Uniform Commercial Code 3-505(b) and 1-202, Notice of Protest is hereby given with Certificate of Dishonor regarding the following:

On September 22, 2001, I sent a Notice of Dishonor of John Henry Doe's presentment to Respondent Daniel Begley, Loan Resolution Specialist agent for SHYSTER BANK, herein "Respondent," located at 1665 Palm Beach Lakes Blvd. West Palm Beach FL., 33401, who was given 10 days to respond.

On October 22, 2001, Proof of Service shows a Notice of Protest and Opportunity to Cure was mailed to Respondent who was given 10 days to respond.

As of this date, no response had been delivered to me, the designated receiver. I interviewed John Henry Doe, whose affidavit is attached to this Notarial Protest. John Henry Doe has stated to me by affidavit that Petitioner has received no response to said Contract at any other mailing location. Based on the foregoing information, Respondent has dishonored John Henry Doe's presentments by non-acceptance and/or non-performance and have therefore assented to the terms and conditions in said Contract.

\_\_\_\_\_  
William Smith, Third Party Witness

Arizona                    )  
                                  ) ss  
Pima county            )

ACKNOWLEDGEMENT

As a Notary Public for said County and State, I do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_ 2002 the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:

\_\_\_\_\_  
Notary Public

**Creditor:**  
John Henry Doe  
c/o 6880 S. Broadway  
Tucson, AZ 85746

**Debtor:**  
Daniel Begley d.b.a.  
Loan Resolution Specialist  
SHYSTER BANK  
1665 Palm Beach Lakes Blvd.  
West Palm Beach FL., 33401

## NOTICE OF SUBSTITUTION OF TRUSTEE

<i>Arizona</i>	)	<i>NOTICE TO AGENT IS NOTICE TO PRINCIPAL</i>
	) ss	<i>NOTICE TO PRINCIPAL IS NOTICE TO AGENT</i>
<i>Pima County</i>	)	

I, John Henry Doe, herein "Creditor," hereby state that I am competent to make the following statements, have knowledge of the facts stated herein, that they are true, correct, complete and not meant to mislead and are presented in good faith:

1. The corporations, entitled UNITED STATES OF AMERICA, STATE OF ARIZONA, SHYSTER BANK, and Daniel Begley, herein "Debtor," are **Bankrupt** and must operate pursuant to United States House Joint Resolution 192, June 5, 1933. The above corporations have been using the credit of Creditor since his birth, January 22, 1958, without remuneration to Creditor;
2. On July 7, 2001, Creditor was given an offer by Daniel Begley, d.b.a. Loan Resolution Specialist of SHYSTER BANK. Creditor accepted the offer and returned it to Debtor thereby discharging the debt. Debtor then claimed the charge still exists and therefore he is liable for the debt.
3. Creditor has accepted all offers and claims issued by Debtor and returned them to Debtor for proper processing. Debtor has failed to provide a remedy and is **operating outside the UNITED STATES Bankruptcy** – a criminal offense;
4. Debtor is holding the discharging instrument, but has failed to provide Creditor with a copy of the 1099 Original Issue Discount, therefore Debtor is **TAX DELINQUENT** since the claim is considered to be Creditor's exemption;
5. Creditor has timely noticed Debtor and has properly commenced and concluded a perfected security interest against Debtor. The perfected security interest, herein "Contract," #196, includes all notices including a Certificate of Dishonor, herein "Information," issued by a Public Official.

### TERMS AND CONDITIONS

6. Paul O'Neill, the chapter 11 bankruptcy trustee for the UNITED STATES, is hereby given a final opportunity to execute an Acceptance for Honor if he wishes to save the honor of the Debtor by giving Creditor a remedy. In the event Paul O'Neill does not wish to save the honor of Debtor, it will constitute Paul O'Neill's consent for substitution of trustee, whereas Creditor will designate an assignee of his choice to liquidate all of Debtor's property in a foreign proceeding pursuant to Treaty #100701-SWS and Contract #92501-SWS-OV;

7. Debtor has ten (10) days from the date of postmark on this mailing to provide remedy regarding this matter. In the event Debtor fails to provide a remedy, Creditor will accept evidence of Debtor's dishonor as a refusal to volunteer into the bankruptcy remedy, whereby Debtor will be stripped of all immunity that UNITED STATES public policy may have otherwise afforded him. Upon dishonor, Debtor agrees in the alternative to Involuntary Bankruptcy that will be initiated on Debtor in a private capacity;

8. In the event Debtor dishonors, Debtor agrees to provide a BANKRUPTCY FORM 5 in accord with 11 USCA 303 which is a property description list of all the property held in SHYSTER BANK'S name. Creditor will take the equity and place it for sale and proceed to liquidate the personal property for settlement of this account. Debtor additionally agrees to be placed on a UCC-1 Financing Statement as DEBTOR attaching it to a Declaration of Involuntary Bankruptcy and a list of Debtor's collateral. Upon filing the UCC-1 form with the Secretary of State of Arizona, the liquidation and disposition of property will be executed immediately.

Dated this \_\_\_\_ of \_\_\_\_\_, 2002.

\_\_\_\_\_  
John Henry Doe

Arizona            )  
                      ) ss  
Pima county        )

*ACKNOWLEDGEMENT*

*As a Notary Public for said County and State, I do hereby certify that on this \_\_\_\_ day  
of \_\_\_\_\_  
\_\_\_\_\_ the above mentioned appeared before me and executed the foregoing. Witness my hand and seal:*

\_\_\_\_\_  
*Notary Public*

Copies forwarded to the following:

John Ashcroft  
US Attorney General  
950 Pennsylvania Avenue NW  
Washington, D.C. 20530-0001

Charles O. Rossotti  
Internal Revenue Service, IRS  
1111 Constitution Ave NW  
Washington, DC 20224-0002

Norman Minetta  
US Secretary of Transportation  
400 Seventh Street, SW  
Washington, DC 20590

Colin L. Powell  
US Secretary of State  
US Department of State  
Washington, DC 20520-6810

Jane Hull  
Governor of the State of Arizona  
Arizona Executive Office of the Governor  
1700 W. Washington Ave.  
Phoenix, Arizona 85007

Janet Napolitano  
Office of Attorney General  
Department of Law  
1275 W. Washington Street  
Phoenix, Arizona 85007

Barbara LaWall  
Pima County Attorney  
32 N. Stone Avenue, Ste 2100  
Tucson, AZ 85701

Paul O'Neill  
US Secretary of Treasury  
DEPARTMENT OF TREASURY  
1500 Pennsylvania Ave NW  
Washington D.C. 20220

George W. Bush  
President of the UNITED STATES  
1600 Pennsylvania Avenue  
Washington DC 20500

Tom Ridge  
Director of Homeland Security  
1600 Pennsylvania Avenue  
Washington DC 20500

Brian L. Stafford  
Director of Secret Service  
US Government Service Agency  
950 H Street, NW Ste 912  
Washington, DC 20223

Betsey Bayless  
Arizona Secretary of State  
1700 W. Washington Street  
Phoenix, Arizona 85007